

REQUEST FOR QUALIFICATIONS



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **July 14, 2005**

RFQ Title: **Sale and Development of the North Half of the Former
Kingdome Parking Lot**

Requesting Dept./ Div.: **Department of Executive Services, Facilities
Management Division – Real Estate Services Section**

RFQ Number: **206-05RLD**

Due Date: **August 30, 2005 – no later than 2:00 P.M.**

Buyer: **Roy L. Dodman** roy.dodman@metrokc.gov, (206) 263-4266

Pre-Submittal Conference:

A conference to discuss questions related to this RFQ shall be held at **10:00 a.m. on Wednesday, July 27, 2005**, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Qualification Submittals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Qualifications will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed qualification submittals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *Sale and Development of the North Half of the Former Kingdome Parking Lot* for the *King County Department of Executive Services, Real Estate Services Section*. These submittals shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Submitter to sign and return *this entire Request for Qualification (RFQ) document*. The Submitter shall provide *one unbound original* and *nine (9) copies* of the submittal response, data or attachments offered, for *ten (10) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Submittal Conference: A conference to discuss questions related to this RFQ shall be held at 10:00 a.m. on Wednesday, July 27, 2005, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

http://www.metrokc.gov/finance/procurement/find_us.asp

Questions: After the Pre-Submittal Conference, Submitters will be required to submit any further questions in writing prior to the close of business Friday, August 19, 2005 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov / *Secondary* – Cathy M. Betts, Buyer cathy.betts@metrokc.gov. Questions may also be sent via fax or mail to the address above. Questions may be referred by King County procurement personnel to Calvin Hoggard, Manager, and Kate Donley, Project/Program Manager IV, of the Real Estate Services Section.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. No other distribution of qualifications will be made by the Submitters prior to any public disclosure regarding the RFQ, the submittal or any subsequent awards without written approval by King County. For this RFQ all qualification submittals received by King County shall remain valid for ninety (90) days from the date of submittal. All submittals received in response to this RFQ will be retained.
- C. Submittals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Submitter's abilities to meet the requirements of this RFQ. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- D. King County reserves the right to reject any qualification submittals deemed not responsive to its needs.
- E. In the event it becomes necessary to revise any part of this RFQ, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- F. King County is not liable for any cost incurred by the Submitter prior to issuing the agreement.
- G. This RFQ process is intended to identify qualified developers that wish to acquire the property and develop the project. Developers who submit a complete RFQ submittal and are deemed qualified to perform the project are expected to be designated as finalists for a subsequent Request for Proposals (RFP) process; provided, that the County reserves the right to limit the RFP to a reasonable number of participants. Such limitation on the number of participants, if any, will be based on a numerical ranking of each RFQ submittal and an established cutoff number as determined in the County's discretion. Conversely, if the County deems the number or quality of submittals to be insufficient, it reserves the right to permit additional

prospective developers to participate in a subsequent RFP process. King County also reserves the right to enter into a direct negotiated sale with a submitter if it is determined that unique circumstances make such a sale in the best interests of the public.

King County reserves the right to reject any or all qualification submittals received.

A comprehensive definition of Project scope and parameters will be identified by King County in the expected RFP portion of this competitive process. This definition will include a program of facility requirements, technical performance specifications, and a form of proposal.

- H. News releases pertaining to this RFQ, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- I. King County Code 4.16.025 prohibits the acceptance of any bid, proposal or submittal after the time and date specified on the Request for Qualifications. There shall be no exceptions to this requirement.
- J. King County agencies' staffs, other than the individuals identified in this RFQ, are prohibited from speaking with potential Submitters about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

or Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

Questions may be referred by King County procurement personnel to Calvin Hoggard, Manager, and Kate Donley, Project/Program Manager IV, of the Real Estate Services Section.

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- K. Protest Procedure - King County has a process in place for receiving protests based upon either bids, proposals, submittals, or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- L. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Goods and Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting submittal documents and providing the County with contact information for the potential Submitter. Each Submitter bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Submitter downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the Submitter *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the Submitter's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After submittals have been opened in public, the County will post a listing of the consultants submitting qualifications at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Goods and Services" portion of the site for a listing, as well as a notification of a final determination.

Unless otherwise requested, letters and other transmittals pertaining to this RFQ will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other

personnel should be contacted via e-mail in the evaluation of this submittal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- M. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- N. Qualifications submitted under this RFQ shall be considered public documents and except where a permitted exemption applies will be available for inspection and copying by the public. Please note that if an interested party requests copies of submitted documents, a standard King County copying charge must be received prior to processing the copies.

If a Submitter considers any portion of his/her submittal to be protected under the law, the Submitter shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Submitter shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Submitter of the request and allow the Submitter ten (10) days to take whatever action it deems necessary to protect its interests. If the Submitter fails or neglects to take such action within said period, the County will release the portion of the submittal deemed subject to disclosure. By submitting qualifications, the Submitter assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- O. Submitters are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFQ.
- P. Submittal Identification Label: Please see the Submittal Identification Label on the last page of this document.

SECTION II –PROPERTY INFORMATION, STATEMENT OF QUALIFICATIONS EVALUATION, SCHEDULE

A. **PROJECT PURPOSE** - *Sale of Property for Quality Mixed-Use Development, which must Include Housing, Retail and Commercial Uses.*

The King County Department of Executive Services is pleased to offer this opportunity for interested parties to respond to a Request for Qualifications (RFQ) for the purchase of the North Half of the Former Kingdome Parking Lot (North Half Lot) by a private developer for quality mixed-use development, which must include housing, and community friendly retail and commercial uses.

The North Half Lot is a key, undeveloped parcel of land in downtown Seattle. This development will be highly visible and must include exemplary site, landscape and building design, and integrate well into the neighborhood and community. The development must be compatible with existing surrounding land uses. The development must be highly functional, efficient, and safe, incorporate quality systems and materials and be energy efficient.

The County's goals in selling the North Half Lot are as follows:

- To ensure that the development provides quality mixed-uses, which shall include on-site market rate and affordable housing, and community friendly retail and commercial uses. Of particular interest to King County and the Pioneer Square Neighborhood Community is the provision of a food market, however, this is a development option. The development must provide housing for multiple income levels and produce an optimum housing mix reflecting economics, local government goals, and community interest.
- To ensure that the development is compatible and integrates well with existing and planned land uses in the surrounding area, including pedestrian corridors and intermodal transportation connectivity. King County is committed to Third Avenue South Extension intermodal transportation connectivity.
- To ensure that the development is compatible with and fully accommodates the continuing operations of Qwest Field and the Exhibition Center.
- Parking: 1) To ensure that the development includes on or off-site parking spaces to replace the approximately 500 parking spaces currently on the North Half Lot. This replacement parking is to be for the Washington State Public Stadium Authority (PSA). It is anticipated that this parking will be located on property owned by the PSA, such as above the existing PSA garage located off of Royal Brougham Way or on the southeast quadrant of the former Kingdome Parking Lot. The County would consider replacement parking located elsewhere or within the North Half Lot, if the parking would be compatible with the mixed-use development and land uses surrounding the site. 2) To ensure that the development includes sufficient on or off-site pay-for-parking spaces to support current and projected King Street Station needs. The parking must be located adjacent to the King Street Station. Current King Street Station need is estimated at 70 parking spaces. 3) To ensure that the development includes sufficient parking spaces to meet applicable zoning and land use code requirements for the mixed-use development.
- To ensure retention of a view corridor to and from Qwest Field by prohibiting development in excess of 70 feet in height for a distance of 60 feet on each side of the 90-foot-wide North Half Lot Second Avenue South access easement.
- To provide a community friendly development that continues to stimulate and expand the economic base of the south downtown neighborhoods.
- To ensure the development reflects the zoning, land use, and neighborhood interests that exist for the property or that would be acceptable to the City of Seattle and the community.
- To foster environmental sustainability.
- To sell the property "AS IS, WHERE IS".

B. SITE INFORMATION (See Exhibit A – Location Map; Exhibit B – Site Map; Exhibit C – Zoning Map)

Location: The North Half Lot is a key, undeveloped parcel of land in downtown Seattle. It consists of the north half of the former Kingdome surface parking lot and is located within the Pioneer Square Preservation District, adjacent to the south end of Seattle's Central Business District. It is bounded by South King Street to the north; the Third Avenue South Extension to the east; a surface parking lot owned by the PSA and operated by First and Goal, Inc. to the south; and Occidental Avenue to the west.

Size, Shape and Frontage: The property is generally level and rectangular in shape, with a total area of approximately 153,396 square feet, or 3.52 acres. It is subject to a 90-foot-wide access easement (60-foot roadway plus sidewalks) extending from Second Avenue South through the southern boundary of the site. Frontage along South King Street totals approximately 637 lineal feet and frontage on Occidental Avenue South totals approximately 240 lineal feet.

Existing Improvements: The entire site is paved with asphalt and there is temporary chain link fencing along most of the north, east and west perimeters.

Streets and Access: Direct arterial access is available from South King Street, an 80-foot wide right-of-way along the site's north border, and from Occidental Avenue South, a 30-foot wide secondary street along the site's west border.

Major arterials in the immediate vicinity include Fourth Avenue South—approximately one block to the east, Royal Brougham Way—the equivalent of approximately five blocks to the south, and First Avenue South—one block to the west.

Access to I-90 and I-5, both within one-half mile of the North Half Lot, is available to the east via Fourth Avenue South. Northbound access to SR-99 is available to the west via First Avenue South.

Utilities: All common utilities are available to the site, including public water and sewer, electricity, natural gas, and telephone service.

Soil: Soil conditions will most likely require pilings for certain projects.

Zoning: The site is within a City of Seattle zone designation of PSM-85-120, Pioneer Square Mixed. All property located within the PSM zone is also subject to the use and development standards of the Pioneer Square Preservation District. Maximum building height is 120 feet if a minimum of 75% of the gross floor area of the structure is in residential use. Structures must abut street property lines for the full width of the structure's street front façade. Refer to the Seattle Municipal Code for details on zoning and development standards, including permitted and prohibited uses and uses subject to special review.

Disclaimer: The information in this RFQ has been prepared with care; however, it is each Submitter's responsibility to perform its own review and due diligence of facts.

C. CURRENT SITE USES AND OBLIGATIONS

The North Half Lot is currently used for Qwest Field (formerly Seahawk Stadium) and Exhibition Center event parking, event staging, and casual parking for non-event times. This is authorized under a 1998 Special Use Agreement granted to the PSA by King County. First and Goal, Inc. runs the parking operation through an assignment of the agreement from the PSA. The use for parking, event staging and casual parking is to end when development commences on the North Half Lot.

There are other documents that set forth the expressed needs of the County, the PSA, First and Goal, Inc., the City of Seattle and the Washington State Department of Transportation with regard to the development of the North Half Lot. These documents are identified in Section G of this RFQ.

D. OVERVIEW OF THE PIONEER SQUARE PRESERVATION DISTRICT

The Pioneer Square Preservation District is the site of the beginning of the City of Seattle. The area retains much of the original architecture of its early history, and has played a significant role in the development of Seattle, the Puget Sound region, and the State of Washington. The District is uniquely situated adjacent to

Seattle's waterfront, the central business district, the International District, and two of the County's major sports stadiums.

Pioneer Square is one of three neighborhoods in the South Downtown Area. The 30-block concentration of old brick, Victorian-style buildings was constructed after the Seattle fire of 1889. The creation of the Pioneer Square Historic District in 1970, established guidelines and a review process for proposed new construction. In 1976 the district was placed on the National Register of Historic Places. The area's special qualities have attracted retail businesses and office tenants, as well as tourists, restaurant patrons, shoppers and entertainment seekers.

A body of regulations was instituted in the 1970s to preserve and protect the historic character of the Pioneer Square Area. Accordingly, relatively few new buildings have been constructed in the area during the past 15 years; most of these were built to replace condemned structures or in conjunction with multi-building renovation projects.

The District is an area of business diversity. The street level of the area north of South King Street is pedestrian-oriented, with its storefronts occupied primarily by specialty retail shops, art galleries, restaurants, and cafes. The upper floors of buildings in the historic core are occupied by professional offices, various types of light manufacturing, and housing for persons of many income groups. The area south of South King Street includes the former Kingdome Parking Lot, a number of structures occupied by light manufacturing and warehousing use, and structures converted to office, residential and mixed-use.

Pioneer Square has an excellent pedestrian environment, with wide sidewalks. The terrain is easily walkable.

E. MAJOR USES SURROUNDING THE SITE

North

The King Street Center, leased by King County, lies directly north of the site across South King Street. King County will have ownership of the building at the end of the lease term (2027). Completed in 1999, this 8-story, 472,000 square foot office building includes approximately 15,000 square feet of retail space and below-grade parking for 500 cars. The building design is compatible in size and character to neighboring buildings, with an exterior of brick and concrete panels, and has been certified by the Green Building Council as meeting its Leadership in Energy and Environment Design standards for sustainability. A public plaza containing significant and valuable public art faces the King Street Station to the east and has a view of two of Seattle's major sports stadiums and Mount Rainier to the south. Adjoining the southeast portion of the building and interfacing with the public plaza is a walkway connecting South Jackson Street and South King Street.

Other major office buildings near the North Half Lot include The Court in the Square, to the northwest on King Street South, and the Westland Building, Merrill Place, and 83 King Street, all located to the northwest at the intersection of South King Street and First Avenue South.

East

The Third Avenue South Extension abuts the east side of the North Half Lot. This segment of the Extension is owned by King County. (The remainder of the Extension located within the former Kingdome Parking Lot is owned by the PSA.) It is expected that this area will be a part of intermodal transportation connectivity efforts currently in the planning phase. Passengers will connect from here to local and regional King County Metro bus service, regional and long distance Amtrak service, Sound Transit "Sunder" commuter rail, and, in 2009, Sound Transit Central "LINK" Light Rail. The Seattle Monorail Project has also requested easements from King County to provide service through the Third Avenue South Extension beginning in 2009, and construction staging for Monorail guide-ways beginning January 1, 2007. King County Metro plans to extend its Aurora Avenue North bus rapid transit service to the Third Avenue South Extension to serve the new North Half Lot mixed-use development, and provide connections to "Sunder", "LINK", and Monorail.

The King Street Station building lies adjacent to the northeast corner of the North Half Lot and abuts the County's segment of the Third Avenue South Extension. Its railroad tracks lie between the Third Avenue South Extension and Fourth Avenue South. Burlington Northern Santa Fe Railway owns the Station building

and railroad tracks. King Street Station is defined as the Station building, railroad tracks, and passenger loading platforms. In addition to train service, the Station is also a major hub for inter-city bus service.

In 2004, over 600,000 people passed through the King Street Station, the busiest train station in the Pacific Northwest. Built in 1906 the station building has a deep red brick construction, high ceilings typical of grand railroad terminals and tower design derived from the Piazza de San Marco's campanile in Venice, Italy. The Station is currently served by 14 daily Amtrak passenger trains and eight weekday Sound Transit "Sonder" commuter trains. The Washington State Department of Transportation (WSDOT) and Amtrak plan to increase the number of intercity trains to 38 per day by 2023; Sound Transit plans call for "Sonder" commuter rail service to increase to 26 trains per day with the full build-out of "Sonder" by 2006.

WSDOT and Amtrak began Station building renovation in 2004 and anticipate that restoration of the building's interior and exterior, enhancement of the building and railroad track function, and development of a pedestrian friendly plaza off of the South Jackson Street entrance will be completed in 2006. Renovation funding totals approximately \$17 million and comes from the State, federal grants, and contributions from Amtrak, Sound Transit, and the South Downtown Foundation. When all commuter and intercity rail services are in operation, Seattle's King Street Station is projected to become the third busiest railroad station west of Chicago, after Los Angeles and San Jose, California.

Approximately one block to the east, between Fourth Avenue South and Fifth Avenue South, lies the International District Station, the southern portal of the Downtown Seattle Transit Tunnel (DSTT). Sound Transit Central "LINK" Light Rail will begin offering service from this station in 2009. The initial segment of "LINK" will run from the Convention Center station in downtown Seattle through the DSTT, SODO, Beacon Hill, Rainier Valley, and then on to Tukwila, Washington, on its way to a terminus at the Seattle-Tacoma International Airport.

The Weller Street Pedestrian Bridge western touchdown abuts the southeast corner of the County's segment of the Third Avenue South Extension. Completed in 1999 by King County, the bridge crosses the King Street Station railroad tracks and links the International District and Pioneer Square Neighborhood, connecting transit service and automobile parking areas to the east with the sports stadiums south of the former Kingdome Parking Lot, and providing access to "Sonder" commuter rail and Amtrak service at King Street Station. Ultimately, the bridge will also be used to access "LINK" Light Rail service at the DSTT International District Station.

The Weller Street Pedestrian Bridge was built through a partnership between King County, Sound Transit, the City of Seattle, and the PSA. Federal funding covered a portion of initial construction costs. As part of the interlocal agreement between the parties, Sound Transit agreed to take on long term ownership and maintenance responsibilities. Transfer of the bridge to Sound Transit is in process.

Background on Monorail: In 2002, Seattle voters approved creation of a new public agency, the Seattle Popular Monorail Authority (Seattle Monorail Project or SMP) to plan, design and build a 14-mile monorail system from Seattle's Ballard neighborhood to West Seattle through the Seattle Center and downtown Seattle. The SMP is not yet certain, as it must pass financial viability and other tests with the City of Seattle and other jurisdictional authorities. Easement negotiations are currently underway between Monorail and King County, and Monorail and the PSA. The SMP has requested permission from King County and the PSA to extend its guide-ways through the Third Avenue South Extension. The SMP has also requested PSA's permission to construct a station within PSA's portion of the Third Avenue South Extension—immediately south of the Weller Street Pedestrian Bridge.

South

Entertainment related uses dominate the area south of the former Kingdome Parking Lot. A new outdoor football/soccer stadium, known as the Qwest Field, was completed in 2002. This facility was preceded by a new Exhibition Center that hosts large "flat shows", and Safeco Field, the baseball stadium built in 1999 for use by the Seattle Mariners.

The surface parking lot abutting the south side of the North Half Lot is owned by the PSA and managed by First and Goal, Inc. under a ground lease. Under State law, the PSA parking lot can only be developed for uses that are “related” to Qwest Field stadium or the Exhibition Center.

Southwest

Across from Occidental Avenue South and Qwest Field is a two-story warehouse owned by King County and recently surplused for sale and redevelopment. In late February 2005, King County advertised a Request for Proposal (RFP) for the purchase of this building (known as the Johnson Building) by a private non-profit corporation or governmental entity for on-site quality mixed-use development consistent with historic preservation requirements, which includes affordable housing and which may also include market rate housing, retail or other commercial uses.

Proposals for the Johnson Building RFP are due July 28, 2005; proposal selection is tentatively set for August 2005; and execution of a real estate purchase and sale agreement is scheduled for September 2005. Closing is to occur within 12 months after signing of the purchase and sale agreement, unless extended for up to two consecutive 90-day periods upon payment of a contingency deposit that will not be refunded and will not be applied to the purchase price. The Real Estate Purchase and Sale Agreement will be subject to a covenant regarding applicable historic preservation requirements, which will include the agreed to affordable housing, and the agreed to market rate housing, retail or other commercial uses.

The property is irregular in shape, lying between Occidental Avenue South and Railroad Way South. The land area is approximately 21,478 square feet. The property is improved with a two-story brick building built in 1903, containing approximately 42,668 square feet. Like the North Half Lot, the property is zoned PSM 85-120.

West

Directly west of the North Half Lot are the Florentine Condominiums, a former loft warehouse building converted to residential and commercial use in 1991. There are 108 residential units in the building and eight ground-level commercial condominiums, most of which front First Avenue South. Commercial units range between 814 square feet and 2,950 square feet.

Several old loft industrial buildings, constructed in the late 1880s and early 1900s, are located south of the Florentine complex. Many of these buildings, as well as similar structures in Pioneer Square, were partially or completely restored during the late 1970s and early 1980s and now provide a mix of office, retail, and residential space including apartments, condominiums, and loft-style live-work spaces.

The Alaskan Way Viaduct lies two blocks to the west of the North Half Lot and is planned for re-construction beginning in 2009. Existing parking under the viaduct as well as some on-street parking will be lost when construction starts, and may not be replaced. The City of Seattle, WSDOT, and the Federal Highway Administration are expected to have a general approach worked out for short and long-term parking mitigation in 2005. Parking mitigation will be fully addressed in the final environmental impact statement, which is scheduled for completion in 2006.

F. BACKGROUND ON MAJOR SPORTS STADIUMS AND EXHIBITION CENTER

The area to the south of the former Kingdome parking lot, adjacent to the southern boundary of the Pioneer Square District, contains two of the City’s major sport stadiums.

In 1994, King County appointed a task force to assess the feasibility of public investment in a major league baseball stadium for the Seattle Mariners baseball team. In 1995, the state legislature authorized a funding package for the new stadium. The Washington State Major League Baseball Public Facilities District was created to own the ballpark and manage the construction project. In 1996, a 12.5-acre site south of the former Kingdome (a 65,000 seat multipurpose stadium imploded in 2000) was selected for development of an open air/retractable roof baseball stadium. “Safeco Field” opened in July 1999.

In September 1998, construction of the new Seahawks Exhibition Center and parking garage began just south of the former Kingdome site and north of Safeco Field. By October 1999, the Exhibition Center was open and

hosting such public events as concerts, trade shows, job fairs and pre-game activities for the Mariners and Seahawks.

In 1997, voters had approved a proposal to build a new football/soccer stadium and adjoining exhibition center. First & Goal, Inc. was formed by Paul Allen, owner of the Seattle Seahawks football team, to serve as the private partner developer and operator of the stadium and exhibition center. The PSA was the public partner in the project. (The Kingdome was imploded to make way for the new Seattle Seahawks Stadium.) The Seahawks opened their new state of the art facility in 2002. In 2004, the Seahawks announced a new stadium sponsorship agreement with Qwest Communications International, Inc. and the stadium was renamed "Qwest Field".

Qwest Field is configured in a horse shoe shape, with 3 tiers totaling approximately 68,000 seats. The north end of the stadium is open, toward the North Half Lot, allowing fans impressive views of the surrounding Seattle area, Puget Sound and mountains. At the south end, the stadium is connected to the Seahawks Exhibition Center and a parking garage providing approximately 2,000 parking spaces. The exterior of the stadium consists of red brick, and brick accented colored concrete, tan pre-cast concrete and white painted steel for the roofing supports. The color scheme and appearance tie together the historic Pioneer Square neighborhood and Safeco Field.

G. BACKGROUND MATERIALS AND BOILERPLATE DOCUMENTS AVAILABLE FROM KING COUNTY

The following materials and documents are available for review. If you are interested in a copy of any of the documents listed below, please contact the King County staff contacts listed on page 3 of this RFQ, preferably by e-mail. The King County staff member will indicate what your cost would be and when the documents would be available for pick up at the Real Estate Services office located in the King County Administration Building, Room 500, 5th Floor, 500 4th Avenue, Seattle, WA 98104. A copying charge must be received at delivery of the photocopies. (\$0.15 per page for 8 1/2" by 11" copies, and \$1.18 per page for 36" by 48" copies of drawings.) A set of documents will be available in the Procurement & Contract Services Section offices for "Review Only." If you would like to review the documents, please contact the listed King County staff contacts.

- Title Report: North Parking Lot, Pacific Northwest Title Company of Washington, Inc., November 15, 2004, and update April 7, 2005. (Available as photocopy.)
- Survey: North Half of Kingdome Parking Lot, 2005. (Available as photocopy and pdf.)
- Existing Documents: (Available as photocopy.)
 - Special Use Agreement, December 11, 1998.
 - General Assignment, April 16, 1999.
 - First Amendment to Special Use Agreement and Assignment of First Amendment, January 26, 2000.
 - Agreement [for] Stadium and Exhibition Center Property Contributions and Reservation of Possessory Rights Between King County, Washington and the Washington State Public Stadium Authority, September 30, 1998, with exhibits:
 - Legal Description of County Property
 - Stadium Property Use and Division Site Plan
 - Agreement and Letter of Intent, June 25, 1998
 - List of Fixtures and Personal Property
 - Option Agreement for the North Half of the North Lot, March 16, 2000.
- U.S. Department of Housing and Urban Development 2005 Income Guidelines for King County. (Available as photocopy.)
- King County Department of Transportation Conceptual Drawing of Bus Access and Turnaround King Street/Weller Street. (Available as pdf.)

- King County Real Estate Purchase and Sale Agreement Boilerplate. (Available as photocopy.) King County reserves the right to modify such Boilerplate Agreement at any time.

H. PROPOSAL SUBMITTAL AND PROPOSAL SELECTION PROCESS

This RFQ outlines the information necessary to understand the selection process and the documentation required for submitting qualifications.

After reviewing this RFQ and attending the Pre-Submittal Meeting, any prospective submitter that determines it has the necessary expertise and experience to successfully satisfy the above-stated goals and below stated requirements of King County, shall apply for consideration by submitting a Letter of Interest and Statement of Qualifications.

Those parties submitting Letters of Interest and Statement of Qualifications shall be referred to as "Submitters."

In addition to one (1) signed original of this RFQ document, each Submitter shall submit one (1) signed original Letter of Interest and one (1) unbound original Statement of Qualifications. Further, each Submitter shall submit nine (9) copies of both its Letter of Interest and Statement of Qualifications. The Letter of Interest shall not exceed two (2) pages and shall contain information not requested in the Statement of Qualifications but that the Submitter deems important. Each copy of the Statement of Qualifications shall include the name and address of the Submitter. Following receipt of Letters of Interest and Statement of Qualifications, and at the County's sole discretion, the County reserves the right to request additional information.

An Evaluation Committee ("Committee") will evaluate each Submittal. Each submitter may be requested to make an oral presentation to the Committee as part of the selection process. The Committee will review and evaluate Submittals using the evaluation criteria set forth in this RFQ. The Submittals will be ranked by the Committee.

Submittals shall be submitted according to the criteria established in this RFQ. Submittals that fail to be submitted in accordance with the procedures and specified requirements herein may be considered "non-responsive" and will be subject to rejection by the County. Submitters are discouraged from submitting lengthy submittals. All costs incurred in the preparation of your submittal, as well as the costs resulting from on-going participation in this RFQ process, shall be borne by the Submitter. The County shall not reimburse Submitters for such costs under any condition.

No Submittal shall be accepted after 2:00 p.m., Tuesday, August 30, 2005. There shall be no exceptions to this requirement.

All Submittals received by King County shall remain valid for ninety (90) days from the date of submittal.

King County reserves the right to reject all Submittals received.

This RFQ process is intended to identify qualified Developers that wish to acquire the property and develop the Project. Developers who submit a complete RFQ submittal and are deemed qualified to perform the project are expected to be designated as finalists for a subsequent Request for Proposals (RFP) process; provided, that the County reserves the right to limit the RFP to a reasonable number of participants. Such limitation on the number of participants, if any, will be based on a numerical ranking of each RFQ submittal and an established cutoff number as determined in the County's discretion. Conversely, if the County deems the number or quality of submittals to be insufficient it reserves the right to permit additional prospective developers to participate in a subsequent RFP process. King County also reserves the right to enter into a direct negotiated sale with a submitter if it is determined that unique circumstances make such a sale in the best interests of the public.

A comprehensive definition of Project scope and parameters will be identified by King County in the expected RFP portion of this competitive process. This definition will include a program of facility requirements, technical performance specifications, and a form of proposal.

I. STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

The criteria underlined below will be used in evaluating Qualifications. To assist in evaluation, Submitters shall include all of the following requested information in a clear, comprehensive and concise manner.

For criteria numbers 3, 5, 6,7, and 8, identify the individuals who led each of the projects listed.

A total of 140 points are possible.

1. Statement of potential viable concepts for development of the North Half Lot as called for by this RFQ and identification of potential limitations on such development. (20 points possible.)
2. Evidence of the financial strength and stability of the Submitter and Submitter's financiers, if any, to purchase the site and complete this development. Include net worth and/or other measurement of financial strength. (20 points possible.)
3. Evidence of past experience with large, highly visible, complex, and politically sensitive multi-use development projects and statement of ability to address competing needs of stakeholders (governmental agencies, the private sector, and community groups) in the development of the North Half Lot. (20 points possible.)
4. The qualifications of the key members of the Submitter's company and the role of each member. (10 points possible.)
5. Evidence of past experience with planning, design, construction, and implementation of mixed-use developments including affordable housing (or market rate housing) and large parking garages. This includes successful experience obtaining all necessary permits. (10 points possible.)
6. Evidence of successful experience interfacing mixed-use developments with public transportation systems and stations, public stadiums, and pedestrian corridors. (10 points possible.)
7. Evidence of the successful completion of projects, similar in type, size, quality and complexity of the proposed project. (10 points possible.)
8. Past record of performance on Real Estate Purchase and Sale Agreements or other agreements or contracts with King County, other government agencies or public bodies, and with private industry, including adherence to development commitments, quality of development and ability to meet schedules. For a period inclusive of the most recent ten (10) years, include a list identifying instances of civil disputes that have resulted in arbitration or litigation. If the dispute has been arbitrated, identify the cause of action, the arbitrator that handled the case (including address and telephone number), and the resolution. For disputes that have proceeded to litigation, identify each instance that a lawsuit has been filed; the court of jurisdiction; the cause of action; the filing number; and the resolution, including settlements, compromises, and judgements. This information shall include instances where the Submitter was plaintiff or defendant. This information shall be required for the Submitter/developer, including predecessors in interest and affiliated legal entities formed for purposes of real estate development. (20 points possible.)
9. Five references reflecting the Submitter's ability to adhere to development commitments, construct quality mixed-use development projects, meet development schedules, and work successfully with the development and regulatory requirements of King County, City of Seattle or other local jurisdictions. Include name, title, phone number, mailing address and email address. (20 points possible.)

Oral Presentation and Interview. (0 points – but may impact scores on above criteria.) Interviews may be conducted with the top ranked Submitters.

K. SCHEDULE

Issue Request for Qualifications	July 14, 2005
Pre-Submittal Meeting	July 27, 2005
Site Tour	July 27, 2005*
Final Questions Deadline	August 19, 2005

Due Date for Submittals	August 30, 2005
Oral Interviews, if necessary	Optional, to be determined
Selection of Finalists	To be Announced

*Subsequent site tours may be arranged by contacting the County personnel listed in Item J. of Section I of this RFQ.

SECTION III – MINIMUM TERMS FOR REAL ESTATE PURCHASE AND SALE AGREEMENT

The County expects to enter into a Purchase and Sale Agreement with the entity that is ultimately selected to acquire and develop the North Half Lot. The Purchase and Sale Agreement will include, among other terms and conditions, the following required provisions:

1. Earnest Money

Five Hundred Thousand Dollars (\$500,000) cash initial Earnest Money, upon execution of the Purchase and Sale Agreement, which becomes non-refundable after Purchaser Contingencies agreed to by King County are satisfied or waived. Earnest Money will be deposited into an interest bearing escrow account by the closing agent with interest to accrue to the benefit of the Purchaser and will be applied toward the purchase price if the sale is completed.

2. Purchaser (Proposer) Contingencies

- a) Due Diligence Inspection and Feasibility for the North Half Lot. During the Due Diligence Period, Purchaser, and its designated representatives or agents, shall have the right, at Purchaser's expense to (i) perform any and all tests, inspections, studies, surveys or appraisals of the North Half Lot deemed necessary, on any subject, by the Purchaser (subject to the limitations set forth below and Paragraph 8, Access); (ii) examine due diligence materials that Purchaser may reasonably request from Seller that are not subject to attorney-client or other privilege or that the County is not otherwise prohibited from disclosing by law; (iii) determine to its satisfaction whether approvals, permits and allowed variances can be obtained under applicable land use and zoning codes for Purchaser's proposed development of the North Half Lot; and (iv) determine whether Purchaser's proposed development of the North Half Lot is economically feasible.
- b) Approvals and Permits for Redevelopment of the North Half Lot. Purchaser is responsible for all land use approvals/permits, building permits, site plan approvals, environmental approvals, and any other governmental approvals necessary for Purchaser to develop and construct the proposed Project.

3. North Half Lot Acquisition and Redevelopment

No costs of any nature associated with the purchase of the North Half Lot or redevelopment of the North Half Lot will ever be or become an obligation of the County. The Purchaser shall be solely responsible for all costs associated with the acquisition of the North Half Lot and redevelopment of the North Half Lot. This is a stand-alone sale, no rights to any other property owned by King County are included in this Purchase and Sale Agreement.

4. Closing Costs

The Purchaser shall pay all closing costs and obtain all Title Insurance policies associated with the North Half Lot transaction at its sole cost and expense.

5. Closing

Closing on the North Half Lot will occur at least 30 days after removal of all Purchaser contingencies, but not later than 12 months after signing this Real Estate Purchase and Sale Agreement, unless the Purchaser's contingency period is extended pursuant to Section 6 below.

6. Extension of Purchaser's Contingency Period

The contingency period may be extended by the Purchaser for up to two (2) consecutive 90-day periods upon payment of a contingency deposit. A \$150,000 deposit is required for each 90-day extension. Contingency deposits are non-refundable and will not be applied to the purchase price.

7. Covenants Applicable to the Property

Seller shall convey to the Purchaser the title to the Property subject to a covenant running with the land that may identify the required affordable housing, the required market rate housing, retail or other commercial uses, the required replacement automobile parking spaces, and any other appropriate

development requirements. The covenant may also include a deed restriction preventing application for a height variance for any portion of the North Half Lot regardless of any zoning or land use change.

8. Access

The Purchaser will adhere to all King County requirements and rules for right of entry onto the North Half Lot for performance of due diligence work, including the execution of a County permit. In no event shall the Purchaser be permitted to undertake activities that damage County property or unreasonably impede the County's, the PSA's, or First and Goal Inc.'s use of any portion of the North Half Lot.

9. Indemnification/Release

Purchaser must agree to terms regarding the environmental condition of the North Half Lot substantially in the form that follows:

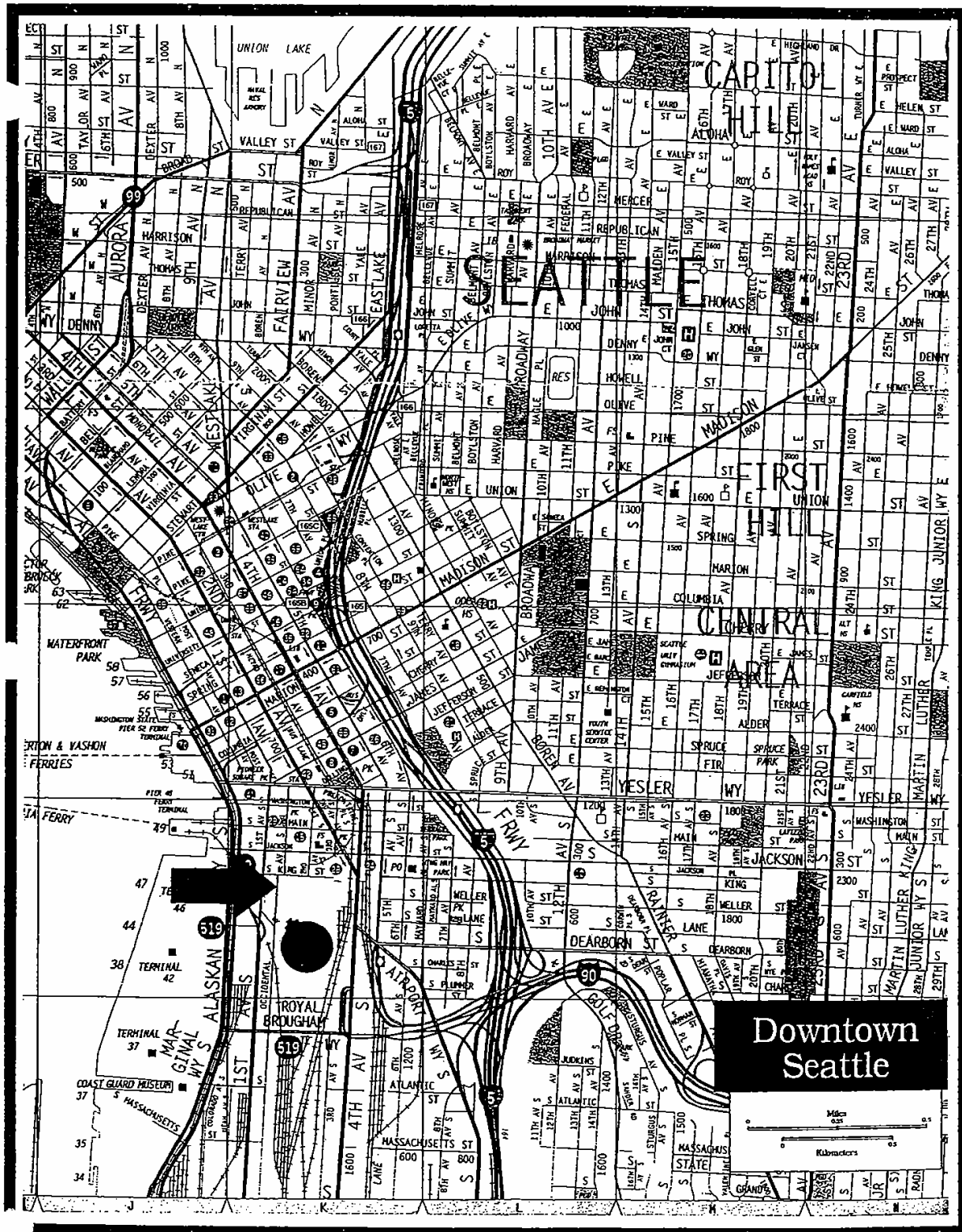
- a) Indemnification. Purchaser its successors and assigns, agrees to indemnify, defend and hold King County harmless from and against any and all claims and agency orders or requirements relating to or arising out of, directly or indirectly, the Property after the Closing Date of the Purchase and Sale Agreement.
- b) Release of Liability. Purchaser, its successors and assigns, hereby release and forever discharge the County, its successors, assigns, officers, directors, shareholders, agents, officials, attorneys and employees, from and against all claims, liabilities, damages, demands, costs, expenses, and causes of action of any kind, known or unknown, (collectively, "Claims") associated with or resulting from the presence of hazardous substances on the Property, except this release shall not apply to Claims brought in exercise of Purchaser's right to seek indemnity from the County pursuant to the Purchase and Sale Agreement.
- c) Hazardous Substances. For purposes of this Agreement, the term Hazardous Substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

10. Condition of North Half Lot

The North Half Lot will be conveyed on an AS IS, WHERE IS basis. The County will not make and specifically disclaims all warranties and representations regarding the condition of the North Half Lot.

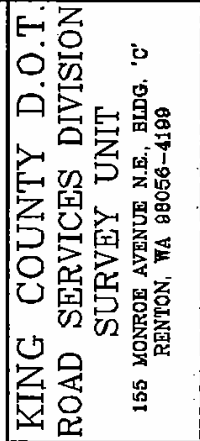
Section IV – Exhibits

- A. Location Map
- B. Site Map
- C. Zoning Map



Location Map

SITE MAP



NOTE:

LEGEND

SCALE: 1" = 60'



WOM. IN CASE
FILED 6/20


December 1999



NORTH HALF OF FORMER KINGDOME PARKING LOT

SECTION V – SUBMITTAL CHECKLIST

- A. One (1) signed copy of entire RFQ package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) signed original Letter of Interest.
- D. One (1) unbound copy of Statement of Qualifications submittal response marked “Original.”
- E. Nine (9) copies of both the Letter of Interest and Statement of Qualifications submittal response.
- F. Complete the Submittal Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED SUBMITTAL ENCLOSED	
Do Not Delay – Deliver Immediately	
	King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
King County	
Bid No.	RFQ 206-05RLD
Bid Title	Sale of the North Half of the Kingdome Parking Lot
Due Date	
Vendor	